

**INTERLOCAL AGREEMENT BETWEEN  
PORT OF SEATTLE AND BURLINGTON NORTHERN SANTA FE  
RELATING TO COMMUNICATIONS SERVICES**

THIS AGREEMENT is made and entered into between Port of Seattle, hereafter referred to as POS and Burlington Northern Santa Fe Police hereafter referred to as BNSF.

WHEREAS, POS has established and maintains the Port of Seattle Police Department which routinely provides law enforcement services to citizens within its jurisdictional boundaries, and is capable of providing law enforcement related communications services in the Seattle area under the jurisdiction of BNSF, and

WHEREAS, BNSF is desirous of obtaining communications services from the POS,

THEREFORE, pursuant to RCW 39.34, the POS and BNSF agree:

***Law Enforcement Related Communications Services:***

POS will provide BNSF with limited police dispatching in that the Port of Seattle Police 9-1-1 Communications Center will answer all Burlington Northern Santa Fe radio transmissions, within the general Seattle metropolitan area, currently estimated at approximately 1000 transmissions per month, and provide computerized state and national (DOL/WACIC/NCIC) criminal data to Burlington Northern Santa Fe police officers within that dispatch area.

***Compensation:***

BNSF agrees to pay the POS the sum of \$100 per month for communications services and \$25 per month for each POS 800mhz portable radio issued to Burlington Northern Santa Fe. Compensation is subject to increase proportionate to use.

***Control of Personnel:***

Control of communications personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the Port of Seattle Police Department.

***Term of Agreement:***

This agreement shall be effective upon authorization and signature of both parties. The contract period shall continue until December 31, 1998. Thereafter, the agreement shall renew automatically from year to year unless either party initiates the termination process outline herein.

***Termination Process:***

Either party may initiate a process to terminate this agreement as follows:

Written Notice. The party desiring to terminate the agreement shall provide at least six months (180 days) prior written notice to the other party; provided such notice shall not be later than July 1, of any year for the termination to be effective during the following year.

## **Indemnification:**

### ***Burlington Northern Santa Fe Held Harmless:***

POS shall hold harmless BNSF and its officers and agents from all liabilities arising out of any negligent act or omission of POS. In the event that a suit based on such a claim is brought against BNSF, POS shall defend BNSF at its sole expense, provided that BNSF reserves the right to participate in said suit if any principle of government or public law is involved. If final judgment is against BNSF, POS shall satisfy the claim.

### ***Port of Seattle Held Harmless:***

BNSF shall hold harmless POS and its officers and agents from all liabilities arising out of any negligent act or omission of BNSF. In the event that a suit based on such a claim is brought against POS, BNSF shall defend POS at BNSF's sole expense, provided that POS reserves the right to participate in said suit if any principle of government or public law is involved. If final judgment is against POS, BNSF shall satisfy the claim.

### ***Liability Related to BNSF Governing Laws, Policies, Rules and Regulations:***

In executing this agreement, POS does not assume liability or responsibility for or in any way release BNSF from any liability or responsibility which arises in whole or in part from the existence or effect of BNSF governing laws, policies, rule or regulations. If any cause, claim, suit, action or administrative proceedings is commenced in which the enforceability and/or validity of any such BNSF governing law, policy, rule or regulation is at issue, BNSF shall defend the same at its sole expense and, if judgment is entered or damages are awarded against BNSF, POS or both, BNSF shall satisfy the claim, including all chargeable costs and reasonable attorney's fees.

### ***Amendments:***

The agreement may be amended at any time by mutual written agreement of both parties.

### ***Contract Administration:***

The Chief Special Agent for BNSF or his/her designee and the Chief of Police for the Port of Seattle Police Department or his/her designee shall serve as contract administrators to review contract performance and resolve problems. The contract administration and either party is authorized to call a meeting with ten days written notice to the other.

### ***Entire Agreement:***

The parties agree that this agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded.

**IN WITNESS WHEREOF, the parties have executed this agreement**

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_

**PORT OF SEATTLE**

\_\_\_\_\_  
Chief of Police Patrick A. Kasnick

**Approved as to Form**

\_\_\_\_\_  
Attorney Representing POS

**BURLINGTON NORTHERN SANTA FE**

\_\_\_\_\_  
Chief Special Agent G. Duwayne Pennington

**Approved as to Form**

\_\_\_\_\_  
Attorney Representing BNSF

Attachment C  
Inter-agency AgreementInter-agency Agreement

Must be completed by agencies who:

- A. Provide criminal justice services to another agency.  
B. Receive criminal justice services from another agency.

An inter-agency agreement describing the criminal justice services provided and/or received by an agency must be in place.

Agency Providing Service: Port of Seattle PoliceAgency Receiving Service: Berlinton Northern Santa Fe Police

Services Provided (check all that apply):

- |  |   |
|--|---|
| <input type="checkbox"/> Hit confirmation  | <input type="checkbox"/> Gun transfers/Concealed Pistol Licenses (CPLs) |
| <input checked="" type="checkbox"/> Dispatch   | <input type="checkbox"/> Use of regional management system              |
| <input type="checkbox"/> Record entry  | <input type="checkbox"/> Terminal connection to ACCESS                  |
| <input type="checkbox"/> Record validations  | <input type="checkbox"/> Information Technology (IT) services           |
| <input checked="" type="checkbox"/> Other services (describe):<br><u>Release of ACCESS information</u> |   |

Parties who enter into this agreement must adhere to the regulations set forth in the ACCESS/WACIC/NCIC manuals and the CJIS Security Policy. This Interagency agreement must be current and approved by the CJIS Systems Agency (CSA), the Washington State Patrol (WSP) before agencies adopt the policies and procedures set forth by the agreement.

Termination of Agreement

This agreement shall remain in effect unless terminated by either agency upon thirty (30) days written notice to the criminal justice agency, and the contractor. The agency terminating the agreement must also formally notify the WSP ACCESS Section within the thirty (30) days.

Agency Providing Criminal Justice Service(s):	<u>Port of Seattle Police</u>	
ORI:	<u>WA0173200</u>	
Agency Head Name (printed):	<u>Colleen Wilson</u>	
Agency Head Signature:	<u>Colleen Wilson</u>	Date: <u>3-2-11</u>

  

Agency Receiving Criminal Justice Service(s):	<u>Berlinton Northern Santa Fe Railroad Police</u>	
ORI:	<u>WA017389E</u>	
Agency Head Name (printed):	<u>Russell M. Schafer SAC</u>	
Agency Head Signature:	<u>Russell M. Schafer</u>	Date: <u>3-31-11</u>